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following authorities support the conclusion of the principal case: *State v. Dart*, 57 Minn. 261; *State v. Rose*, 74 Kan. 262; *In re Opinion*, 31 Fla. 1, and see *State v. Welsh*, 109 Iowa, 19; contra, *State v. Common Council*, 25 N. J. Law 536. Dissenting from the majority of the court in the New York case, CULLEN, C. J., reaches a conclusion to which we are inclined as a matter of law. As it appears, the law does not make such a removal a disqualification for the office of borough president or for any other office. Likewise, the law gives the absolute power of appointment to the aldermen of the borough. CULLEN, C. J., says: "It is for the legislature to say how far it is necessary in particular cases, to limit the power of appointment of the members of the council, or punish particular offenses, and not for the courts." Addressing his attention to the question of public policy, he continues: "I appreciate the force of the arguments against allowing an officer who has been removed from office to be again elected or appointed thereto. They are cogent; but they should be addressed to the legislature, not to the courts."

SALES—CONDITIONAL SALES—WAIVER OF STATUTORY RIGHT—ESTOPPEL.—Plaintiff contracted to purchase a cab and harness from the defendants on monthly installments, the payments to be considered as rent until the payment of the final installment. On default of any payment the defendants might retake the property in question. The plaintiff defaulted and permitted the defendants to retake the property. A statute provided that upon a conditional sale, where the articles are retaken by the seller, he shall retain them for thirty days, during which the buyer may comply with his contract and regain possession; but if the buyer does not comply, the vendor may sell the articles at public auction, and unless the goods are so sold within thirty days, the buyer may recover the amount paid by him. Defendants failed to sell within the time provided, and the plaintiff sued to recover the amounts paid. *Held*, plaintiff waived his rights under the statute, and was estopped from asserting that the defendants should have sold the property, as if they had taken it against his will. (INGRAHAM and SCOTT, JJ., dissenting.) *Fairbanks v. Nichols et al.* (1909), 119 N. Y. Supp. 752.

By default in payment and surrender of the property, the terms of the contract apply and the amount paid is to be considered as rent. *Wheeler & Wilson Mfg. Co. v. Jacobs*, 2 Misc. Rep. 236, 21 N. Y. Supp. 1006; *Tufts v. D'Arcambal*, 85 Mich. 185, 48 N. W. 497, 12 L. R. A. 446. The court considers the voluntary surrender of the property by the plaintiff as disposing of all question of a conditional sale, and as a waiver of rights under a statute designed to protect vendees from unjust powers exercised by vendors. *Woodman v. Needham Piano Co.*, 47 Misc. Rep. 683, 94 N. Y. Supp. 371. Having waived his rights under the statute, he is now estopped from claiming its benefits. The minority opinion considers it a conditional sale, under ch. 418, p. 541, of the laws of 1897, amended by ch. 762, p. 1624, of the laws of 1900 which give the plaintiff a right of recovery, for "if the so-called 'rent' had been paid, the title would have vested in the plaintiff."

TELEGRAPHS AND TELEPHONES—RIGHT OF FOREIGN CORPORATION TO DO BUSINESS.—Plaintiff is a New York corporation authorized to carry on a